

## Notice of a Public Hearing

### City of Manistee Planning Commission

One Fourteen LLC Special Use Permit Application

The City of Manistee Planning Commission will hold a Public Hearing in the Council Chambers, City Hall, 70 Maple Street, Manistee, Michigan to consider a request from:

### NAME(S):

One Fourteen LLC

### **LOCATION OF REQUEST:**

240 Arthur Street, City of Manistee, MI 49660

#### **ACTION REQUESTED:**

One Fourteen LLC is requesting a Special Use Permit for business related to Marihuana Sales.

### **DATE/TIME OF HEARING:**

Thursday, September 5, 2019 at 7:00 pm.

Interested parties are welcome to attend the hearing or may submit written comments with signatures to: Kyle Storey, Zoning Administrator, City of Manistee, 395 Third Street, Manistee MI 49660. (231) 398-3576.

A copy of the application is available for review on the City of Manistee Web Page <u>www.manisteemi.gov</u> or at City Hall.



Planning & Zoning 395 Third Street Manistee, Mi 49660 231.723.6041 (phone) 231.398.3526 (fax)

### **Special Use Permit Application**

A Detailed Site Plan is required for all Special Uses
Please Print

	Submission of Application					
Applications must be submitted 30 days prior to the meeting for review for completeness. Applications shall be						
submitted through the Zoning Administrat	or to the Planning Commission. Each application shall be accompanied by the					
payment of a fee \$750.00 and any applica	payment of a fee \$750.00 and any applicant escrow payments as required by Section 2701 and in accordance with the					
schedule of fees adopted by the City Cou	ncil to cover the costs of processing the application. An application shall be					
submitted to the Zoning Administrator on	a Special Use application form. A Special Use application shall be placed on					
the agenda of the Planning Commission	by the Zoning Administrator within thirty (30) days of the submission of a					
complete application prepared in accord	tance with this Zoning Ordinance. An application, which is incomplete or linance, shall be returned to the applicant. No application shall be processed.					
otherwise not in compliance with this Urg	d all required fees and escrow payments paid in full.					
until property prepared and soomitted and	Property Information					
Address: 240 Arthur Street, Menistee,						
Addicas: E-to Resid Subst, Mellistre,	Applicant Information					
Name of Owner or Lessee: ONEFOR	JRTEEN, LLC / Trevor Wisniewski / Great Lakes Natural Remedies, Inc.					
Address: 2804 Orchard Lake Road, Sui						
	248-613-0700 e-mail: trevor@greatlekesnatural.com					
	Z-GOVA-VIVV CHIGH:					
Name of Agent (if applicable):						
Address:	Locate					
Phone #: Cell#:	e-mail:					
	ata Required/Project Information					
Land Area: 0.81	Zoning Classification: Commercial					
Present/proposed Land Use:						
Attach	a Detailed Narrative for the following					
☐ A letter or signed narrative (	describing in detail the proposed special use and detailing why the					
location selected is appropria	ite.					
Applicant's statement of t						
I was indicated a secondary or a	the marketine expens as and absorpt our or in the case of the case					
requirements, schools, stori	m water systems, sanitary sewer facilities, automobile and truck					
requirements, schools, stori	m water systems, sanitary sewer facilities, automobile and truck il traffic volumes.					
requirements, schools, stori circulation patterns, and loca Any additional material inform	m water systems, sanitary sewer facilities, automobile and truck il traffic volumes.  mation necessary to consider the impact of the project upon adjacent					
requirements, schools, stori circulation patterns, and loca  Any additional material infori properties and the general	m water systems, sanitary sewer facilities, automobile and truck it traffic volumes.  mation necessary to consider the impact of the project upon adjacent public as may be required by this ordinance, by the City Zoning					
requirements, schools, stori circulation patterns, and loca  Any additional material infori properties and the general	m water systems, sanitary sewer facilities, automobile and truck it traffic volumes.  mation necessary to consider the impact of the project upon adjacent public as may be required by this ordinance, by the City Zoning					
requirements, schools, stori circulation patterns, and loca Any additional material inforu properties and the general Administrator or the Plannin	m water systems, sanitary sewer facilities, automobile and truck iteraffic volumes.  mation necessary to consider the impact of the project upon adjacent public as may be required by this ordinance, by the City Zoning g Commission; including, but not limited to, measures which will be					
requirements, schools, stori circulation patterns, and loca Any additional material information properties and the general Administrator or the Plannin undertaken to control soll et	m water systems, sanitary sewer facilities, automobile and truck iteraffic volumes.  mation necessary to consider the impact of the project upon adjacent public as may be required by this ordinance, by the City Zoning g Commission; including, but not limited to, measures which will be rosion, shoreline protection, excessive noise, or adverse impacts of					
requirements, schools, storn circulation patterns, and loca Any additional material inform properties and the general Administrator or the Plannin undertaken to control soll eithe development on the sun	m water systems, sanitary sewer facilities, automobile and truck il traffic volumes.  mation necessary to consider the impact of the project upon adjacent public as may be required by this ordinance, by the City Zoning g Commission; including, but not limited to, measures which will be rosion, shoreline protection, excessive noise, or adverse impacts of rounding properties; elevations on all buildings, including accessory					
requirements, schools, storic circulation patterns, and loca Any additional material information properties and the general Administrator or the Plannin undertaken to control soil et the development on the sumbuildings; and, an environme	m water systems, sanitary sewer facilities, automobile and truck il traffic volumes.  mation necessary to consider the impact of the project upon adjacent public as may be required by this ordinance, by the City Zoning g Commission; including, but not limited to, measures which will be rosion, shoreline protection, excessive noise, or adverse impacts of rounding properties; elevations on all buildings, including accessory ental assessment.					
requirements, schools, storic circulation patterns, and loca Any additional material information properties and the general Administrator or the Plannin undertaken to control soil et the development on the sumbuildings; and, an environme	m water systems, sanitary sewer facilities, automobile and truck il traffic volumes.  mation necessary to consider the impact of the project upon adjacent public as may be required by this ordinance, by the City Zoning g Commission; including, but not limited to, measures which will be rosion, shoreline protection, excessive noise, or adverse impacts of rounding properties; elevations on all buildings, including accessory					

Additional Information					
Any additional information deemed necessary for the Planning Commission to determine the impact of the					
proposed Special Use on the adjacent properties, public infrastructure, and community as a whole. Such					
information may take the form of, but is not limited to, a traffic impact analysis as required by Section 2203,					
E. 2. an environmental assessment as required by Section 2203, E, 1, a market study as required by Section					
2203, E, 3, or reports and/or testimony by officials representing state, county or local departments of public					
safety (police and fire), health, highways or roads, and/or environment.					
Special Use review procedures. An application for Special Use Approval shall be processed in accordance					
with Section 1801.C.					
Issuance of a Special Use permit. Special Use Permits shall be issued in accordance with Section 1801.D.					
Appeals. No decision or condition related to a Special Use application shall be appealed to the Zoning Board					
of Appeals. An appeal of a Special Use decision or condition may be taken to Circuit Court.					
Duration of Approval. The Special Use permit shall become effective upon Planning Commission approval					
and in accordance with Section 1801.F.					
Amendments. Amendments to Special Use permits shall be handled in the same manner as the initial Special					
Use permit application. Minor non-substantive changes to a site plan in accordance with Section 2208 may					
be made to an existing Special Use permit with the approval of the Zoning Administrator.					
Transfers. Transfers shall be handled in accordance with Section 1801.H.					
Expiration. A Special Use permit shall be valid for as long as the approved use continues in accordance with					
the terms and conditions of the approved permit. The Special Use permit will expire on the occurrence of					
one or more of the following conditions:					
<ol> <li>If replaced or superseded by a subsequent permitted use or Special Use permit.</li> </ol>					
<ol><li>If the applicant requests the rescinding of the Special Use permit.</li></ol>					
<ol> <li>If a condition of approval included stipulation to expire the Special Use permit by a certain</li> </ol>					
date.					
<ol> <li>If the use is abandoned, moved or vacated for a period of one year.</li> </ol>					
Violations. Violations shall be handled in accordance with Section 1801.J.					
Authorization					
CERTIFICATION AND AFFIDAVIT:					
The undersigned affirm(s) that he/she/they is/are the 💋 owner, 💆 leasee, 🗅 owner's representative, 🗇					
contractor involved in the application; and that the information included in this application is correct. Further,					
if the request is approved, the applicant will comply with all of the requirements of the City of Manistee					
Zoning Ordinance and certifies that measures proposed to mitigate adverse impacts will be completed in a					
timely fashion. The undersigned, by signing the Application, agrees to pay any and all fees and escrow					
payments in full as provided in Article 27.					
1 20.10					
Signature:					
Signature: Date:					
Signocore:					
If applicant is incorporated or a Limited Liability Corporation a copy of the Articles of Incorporation are to be submitted					

By checking this box permission is given for Planning Commission Members to make a site inspection if desired.

Yes No Please indicate if the applicant will be tax exempt, applying and/or eligible for tax

**5** 

abatements, credits or deferments for this proposed project. If Yes, explain:

with application.

Fee: 🗆 \$750.00

Date Received:

Great Lakes Natural Remedies, Inc. (GLNR) and ONEFORTEEEN, LLC 2804 Orchard Lake #207 Keego Harbor MI 48320 (844) GLNR-INC

Monday, June 24, 2019

To Whom It May Concern:

We are requesting that the property listed here be approved for special use for purpose of the Cannabis Industry under "Ordinance 19-14 Recreational Marijuana" and "Ordinance 19-17 Chapter 866"; specifically for Provisioning Center and Retail Cannabis Facilities. The property listed here is within the zoned area for such facilities.

240 Arthur Street, Manistee, MI 49660, Parcel 5117470510 246 Arthur Street, Manistee, MI 49660, Parcel 5117470501

The expected effect of the special use on emergency service requirements, schools, storm water systems, sanitary sewer facilities, automobile and truck circulation patterns, and local traffic volumes is minimal. The facilities requested demand typical use as a normal business.

Our intended use is for both a medical marijuana provisioning center and a retail marijuana facility located in the same building, but with different suites. The building is currently divided into two (2) suites which will accommodate one of each type of facility. The proposed site plan conforms to the Parcel.

Great Lakes Natural Remedies Inc. (GLNR) will maintain its marihuana facilities located at 240 Arthur Street, Manistee, MI 49660 within the business area of the City. This location is consistent with our proposed activities and use of this location under current Manistee Zoning Ordinances. This is an ideal location as it is set within a business zone, thus away from neighborhoods and the heart of the City. Given our location, our operations will have no adverse impact and will not disturb the local community and environment nor the future community and environment. The operations of the facility will not change the character of the area nor the surrounding environment. Further, we will adopt all reasonable restrictions to protect the safety and public health of the community and all operations will take place behind locked doors. All schools in the community are greater than 1500 feet away from our facility.

Our request for the special use permit will allow GLNR to dispense recreational and medical grade cannabis to qualifying patients and the public (retail). The facility will be both licensed and regulated by the City and by the State of Michigan. Further, our facility will adhere to all the rules and regulations of the City and the State of Michigan Medical Marihuana Facilities Licensing Act (MMFLA). Facility compliance will follow the standards set forth under the State's MMFLA. In addition to our own internal compliance, we have retained ACT Cannabis Consulting to be our outside compliance auditor for our company.

Our facility will be equipped with regular public facilities and service. Manistee sewer and water are currently in the building. Electricity demand has been determined typical use as a normal business. We will be using the current building on 240 Arthur for our business. The building will be remodeled inside to accommodate our business needs and comply with local and State governing MMFLA laws and regulations. Security is extremely important and we will comply with local and State governing MMFLA laws and regulations. This includes but not limited to: Inside and outside video surveillance, card readers at all entrance doors, and security guards. Our building will not create any soil erosion nor create any negative impact on the environmental surrounding our building. The nearest storefronts are located across the street and along the road.

With the addition of this marihuana facility, the economic impact upon the community will be positively impacted. Our new business will bring jobs, excise tax and new skills to the community. Our facility will be constructed and maintained by private company money with no funding assistance needed by the City. We intend to apply for two (2) licenses; one (1) Medical Marijuana Provisioning Center license and one (1) Retail Marijuana license. There will be no production run offs or detriments from our facility.

ONEFOURTEEN, LLC is the holding company for the real estate. Great Lakes Natural Remedies Inc. is the operator and is involved in the Michigan Medical Marihuana industry. Headquartered in Keego Harbor, Michigan, we have 31 licenses throughout the State and our main facilities are located in Saginaw County - currently licensed for 37,500-plant Cultivation (grow), two Processing Facilities and two Provisioning Centers. Great Lakes Natural Remedies is proud to announce that we are approved by the State of Michigan and are currently licensed with the State – as we are doing business as a cannabis company here in Michigan. We hold ourselves to the highest standards and aim to be a leader in the State of Michigan while providing jobs and revenue to local communities.

Regards,

Trevor Wisniewski

President/CEO

Great Lakes Natural Remedies, Inc.

ONEFOURTEEN, LLC



RICK SNYDER GOVERNOR

# STATE OF MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS LANSING

SHELLY EDGERTON DIRECTOR

#### VIA US MAIL

Date: August 10, 2018

Addressee: Great Lakes Natural Remedies Inc.

Address: 2804 Orchard Lake Road, Suite 207

Keego Harbor, MI 48320

RE: Prequalification status for your pending application

Dear Applicant:

The Medical Marihuana Licensing Board considered your partial application for prequalification status on August 9, 2018, and determined that you have prequalification status pursuant to the licensing provisions of the Medical Marihuana Facilities Licensing Act (MMFLA) and MMFLA. Emergency Rule 4. This letter may be provided to a municipality as documentation of your prequalification status. Please note that this is a pending status until all application requirements in Emergency Rule 6 are completed. A state operating license for a marihuana facility cannot be issued at this stage of the application. During final application review, the board will consider all information relevant to eligibility including information that has been newly acquired or information that is newly apparent since determination of prequalification status.

If you have not already done so, please submit a facility license application (Step 2) for each state operating license for which you wish to apply. You may submit a paper application online through the Accela Citizen Access Portal on the bureau website at <a href="https://www.michigan.gov/mmfl">www.michigan.gov/mmfl</a> or your application may be submitted by mail or in person.

### Mailing Address:

Department of Licensing & Regulatory Affairs Bureau of Medical Marihuana Regulation Marihuana Facility Licensing P.O. Box. 30205 Lansing, MI 48909

### In Person:

Department of Licensing & Regulatory Affairs Bureau of Medical Marihuana Regulation Marihuana Facility Licensing 2407 North Grand River Lansing, MI 48906

Sincerely,

Andrew Brisbo, Director
Bureau of Medical Marihuana Regulation
Michigan Department of Licensing and Regulatory Affairs





	չ 1.		Osca	r Davis Developments LLC						
2.		hereinafter ca	lled the Seller, the undersigned, hereinafte	er called the Buyer, hereby offers to buy the P	roperty at:					
3.		(Property Address)	Arthur St, Manistee, MI 49							
4.		located in	City of Manistee	, Manistee	County Michigan and					
5,		legally describ	oed as: 🔲 (attached as Exhibit "A") 🔲 (d	lescribed as follows):						
6.		S C THOM	PSONS ADDITION LOT E S 127 F	T P.ADDR: 240 ARTHUR ST						
7.		And S C T	hompsons ADDITION Lot E Exc	S 127 Ft P. Addr: 246 Arthur	St.					
8.			(s): <u>51-51-174-705-10 6 51-51-</u>							
9. 10. 11. 12. 13. 14.		pertaining the security depos any personal I the "Property"	Including all buildings and permanent improvements and fixtures attached; all privileges, easements and appurtenances pertaining thereto including any right, title and interest of Seller in and to adjacent streets, alleys, rights-of-way, leases, rents, security deposits, licenses and permits with respect to the Property, warranties or guarantees relating to the Property being sold, any personal Property specified herein and the trade name of, all of the above referred to as the "Property"; subject to exact determination by survey pursuant to Paragraph 11(b). The following items of personal Property are INCLUDED in the sale:							
16.										
17. 18.		All other perse	onal Property and the following additional	items are EXCLUDED from the sale:						
19.		Price. The put	rchase price shall be Fo	our Hundred Twenty-Five Thousan	d Dollars					
20.		(\$ 425,000.	00 ).		Donais					
21. 22.	4.	The Terms of CASH	Furchase shall be indicated by an "X" b The full purchase price upon execution	elow. and delivery of a warranty deed, not conting	tent upon Buyer's ability to					
23.		_	obtain financing.							
24.		□ NEW	The full purchase price upon execution	n and delivery of a warranty deed continge	nt upon Buyer's ability to					
25. 26.		MORTGAGE	obtain a %;	mortgage with note interest not exwithin business days after accessions.	cceeding % per					
27.			nromntly if tendered In the event that the	e Buyer does not provide evidence of an appl	plance by Seller and accept					
28.			the time provided above, the Seller ma	by terminate this agreement by written notice	e of termination which is					
29.			delivered to the Buyer prior to the time	the Buyer provides evidence of an applicat	ion for financing. Buver to					
30.			provide Seller with a written conditional	loan commitment by	In the event Buyer does not					
31.			provide the Seller with a written condit	ional loan commitment within the time prov	ided above, the Seller may					
32.			terminate this agreement by a written no	tice of termination, which is delivered to the	Buyer prior to the time the					
33. 34.			disclose loan status information to REAI	n conditional loan commitment. Buyer hereb	y authorizes their lender to					
35.		☐ LAND	\$ Upon executive	on and delivery of Land Contract/Purchase M	anny Mastagaa whanii tha					
36.		CONTRACT	balance of the purchase price shall be pa	yable in equal monthly installments of \$	oney workage wherein the					
37.		or	month. The first installment shall be due	and payable days after d	ate of closing. The monthly					
38.			installment will include interest at	% per annum. Interest shall comme	ence on date of closing. The					
39.		PURCHASE	entire balance shall be payable within	months. In addition, Buye	r agrees to pay all taxes and					
40. 41.		MONEY	insurance is separately when due or is INANCING as set forth on the attached Fi	monthly in addition to the above monthly	payment.					
42.				÷						
•2. 43.	<b>5.</b>	Lighthous	se Realty Manistee escrewer	.00 in form of Check Upo eccipt of which is hereby acknowledged as ea	n Acceptance with					
14.		Buyer's good	faith to be held by said escrowee in tru	st and to apply on the purchase price. The	Ruyer agrees to deposit an					
<b>45</b> .		additional amo	ount of \$ as carne	st money on or before If	this offer is not accented or					
16.		the title is not	marketable, or if the terms of this Agree	ment are contingent upon the ability to obtain	in a new mortgage or other					
17. 18.		contingencies	specified herein which cannot be met	, said deposit or deposits shall, upon furn In the event the Buyer and Seller both claim	nishing written proof said					
		INO	Buyer's Initials	S23/11 S	eller's Initials					
				Use of this form by non-members is strictly problemated were the	Page 1 of 6					
		e Realty - Manistee 1)398-3800	s, 360 E. Parkdale Manistee MI 49660 Fax: John Hanson		240 & 246 Arthur					
					THURST OLD TO ALCOHOLD					

49. 50. 51. 52. 53. 54. 55.	the earnest money deposit shall remain in escrowee's trust account until a civil action has determined to whom the deposit must be paid, or until the Buyer and Seller have agreed, in writing, to the disposition of the deposit or the escrowee commences a civil action to interplead the earnest money deposit with the proper court pursuant to Rule 339.22313 (6). In the event the Buyer refuses to complete the sale on the terms herein set forth, after the satisfaction and the waive of all contingencies, the earnest money deposit may be retained by Seller for its benefit and for liquidated damages for nonperformance of this Agreement. In the event the Seller wrongfully refuses to complete the sale on the terms herein set forth, the earnest money deposit shall be immediately refunded to Buyer, and the Buyer may bring an action for specific performance or pursue such other remedy as the Buyer may elect.					
57. <b>6.</b> 58. 59. 60.	Additional Provisions.					
61. 62. 63.	Included in this Agreement are the following exhibits and/or addenda: Addendum ONE Dated May 20, 2019.					
64. 65. 66. 67.	and the following marked with an "X".  Zoning/Governmental Approval Addendum Arbitration Agreement Addendum Lead-Based Paint Disclosure Land Division Addendum Business Opportunity Purchase Agreement					
69. 70.	Closing. The closing of sale shall take place at Lighthouse Title Group Manistee on July 10, 2019 or before, if mutually agreed by the parties (the "Closing Date") or this Agreement shall terminate, unless the Closing Date is changed in writing by Seller and Buyer, or otherwise extended pursuant to this Agreement.					
71. <b>8.</b> 72. 73. 74.	Possession. The possession of the Property shall be delivered to Buyer in its present condition, ordinary wear and tear excepted, subject to the rights of any tenants in possession, at  At the time of possession Seller agrees that the real estate and the improvements thereon, if any, shall be in the same condition as they are now, with the exception of ordinary wear and tear.					
75. <b>9.</b> 76. 77. 78. 79.	Real Estate Taxes. Taxes shall be prorated as of the date of closing this sale, it is assumed that all taxes are based on the calendar year in which they are billed, with the Buyer being responsible for the day of closing. For proration purposes, all tax bills shall be added together, using the last tax bill(s) issued and prorated accordingly, unless there has been a change in the taxable value on the Property, in which case the proration shall be on that basis. If the Seller has paid taxes in advance, the Seller shall be credited by the Buyer at the time of closing for the taxes paid in advance and prorated from the date of closing to end of the calendar year.					
81. 10. 82. 83. 84. 85. 86.	Insurance and Risk of Loss. Seller shall maintain replacement cost (if available) or actual cash value "all risk" insurance on the Property through the Closing Date. Seller's insurance shall be canceled as of the Closing Date and Buyer shall provide its own insurance thereafter. Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller. In the event there is any damage or destruction to the Property after the date hereof, which is not fully repaired prior to closing, Buyer, at their option, may either terminate this Agreement or elect to close the transaction, in which event Seller's right to all insurance proceeds not yet applied to repair of the damage or destruction shall be assigned in writing by Seller to Buyer at closing.					
88. 11. 89. 90. 91. 92. 93. 94.	11. Conditions to Closing. Buyer's obligations under this Agreement are conditioned upon satisfaction of each of the followin items which are for the Buyer's benefit and may be waived by Buyer at Buyer's sole discretion.  a. Title Commitment: A commitment for title insurance (the "Commitment") issued by a reputable title insurance compan selected or approved by Buyer (the "Title Company") showing marketable title in Seller's name shall be ordered by (Seller (Buyer)) promptly upon acceptance of this Agreement and shall be delivered to Buyer within days after At Buyer's request, legible copies of all recorded instruments affecting the Property or recited as exceptions in the Commitment shall also be delivered.					
96. 97. 98.	b. Survey. No boundary (stake) survey requested; or Contingent upon a boundary (stake) survey paid for by the Buyer or Seller; or Contingent upon a boundary (stake) survey showing all improvements on the Property paid for by the Buyer or Seller. A mortgage report, which shows the location of the major structures on the Property, is not a boundary (stake) survey and if required by the lender, will be paid for by the Buyer. Both Buyer and Seller acknowledge the REALTORS/Brokers					
Copyright	Dayer's Initials    November 2011 by the Southwestern Michigan Association of REALTORS®, Inc. Use of this form by non-members is strictly published in the Southwestern Michigan Association of REALTORS®, Inc. Use of this form by non-members is strictly published in the Southwestern Michigan Association of REALTORS®, Inc. Use of this form by non-members is strictly published in the Southwestern Michigan Association of REALTORS®, Inc. Use of this form by non-members is strictly published in the Southwestern Michigan Association of REALTORS®, Inc. Use of this form by non-members is strictly published in the Southwestern Michigan Association of REALTORS®, Inc. Use of this form by non-members is strictly published in the Southwestern Michigan Association of REALTORS®, Inc. Use of this form by non-members is strictly published in the Southwestern Michigan Association of REALTORS®, Inc. Use of this form by non-members is strictly published in the Southwestern Michigan Association of REALTORS®, Inc. Use of this form by non-members is strictly published in the Southwestern Michigan Association of REALTORS®, Inc. Use of this form by non-members is strictly published in the Southwestern Michigan Association of REALTORS®, Inc. Use of this form by non-members is strictly published in the Southwestern Michigan Association of REALTORS®, Inc. Use of this form by non-members is strictly published in the Southwestern Michigan Association of REALTORS®, Inc. Use of this form by non-members is strictly published in the Southwestern Michigan Association (Inc. Use of this form by non-members is strictly published in the Southwestern Michigan Association (Inc. Use of this form by non-members is strictly published in the Southwestern Michigan Association (Inc. Use of this form by non-members is strictly published in the Southwestern Michigan Association (Inc. Use of the Southwestern Mic					

118.	may also include at Buyer's option the following:
119.	(a) an investigation for the presence of asbestos, radon, lead or polychlorinated biphenyls (PCBs) on the Property; and/or
120.	(b) an investigation to determine if the Property is located in any regulated or protected area under the jurisdiction of the
121. 122.	U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, the Michigan Department of Environmental
122. 123.	Quality, the Michigan Department of Natural Resources, the U.S. Fish and Wildlife Service or any other federal, state or local agency.
124.	TOD I I I I I I I I I I I I I I I I I I I
125.	Receipt of Report , the Property shall be deemed to be acceptable. If Buyer determines that the
126.	environmental condition is unsatisfactory, Seller shall have a reasonable period of time, not to exceed 30 days, to
127.	remediate the condition to Buyer's satisfaction and the Closing Date shall be extended, if necessary. If Seller fails or refuses
128.	to remediate, Buyer may either terminate this Agreement and receive a refund of the Earnest Money or waive its objections
129.	and close the transaction.
1 411	1 1 (/) Physical Inspections: Promptly upon acceptance of this Assessment all about 1 (managed at 1)
130.	(2) Physical Inspections: Promptly upon acceptance of this Agreement, all physical inspections shall be ordered at
131.	Seller's or 🔣 Buyer's expense. Inspections shall be made by qualified inspectors or contractors, selected or approved by
131. 132.	Seller's or Buyer's expense. Inspections shall be made by qualified inspectors or contractors, selected or approved by Buyer, with written reports delivered to Seller and Buyer. Inspections may include but are not limited to the following:
131.	Seller's or Buyer's expense. Inspections shall be made by qualified inspectors or contractors, selected or approved by Buyer, with written reports delivered to Seller and Buyer. Inspections may include but are not limited to the following: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, water, storm and waste sewer, well/septic, geotechnical, other:
131. 132. 133.	Seller's or Buyer's expense. Inspections shall be made by qualified inspectors or contractors, selected or approved by Buyer, with written reports delivered to Seller and Buyer. Inspections may include but are not limited to the following: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, water, storm and waste sewer, well/septic, geotechnical, other:
131, 132, 133, 134, 135, 136,	Seller's or Buyer's expense. Inspections shall be made by qualified inspectors or contractors, selected or approved by Buyer, with written reports delivered to Seller and Buyer. Inspections may include but are not limited to the following: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, water, storm and waste sewer, well/septic, geotechnical, other:
131, 132, 133, 134, 135, 136, 137,	Seller's or Buyer's expense. Inspections shall be made by qualified inspectors or contractors, selected or approved by Buyer, with written reports delivered to Seller and Buyer. Inspections may include but are not limited to the following: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, water, storm and waste sewer, well/septic, geotechnical, other:
131, 132, 133, 134, 135, 136, 137, 138,	Seller's or Buyer's expense. Inspections shall be made by qualified inspectors or contractors, selected or approved by Buyer, with written reports delivered to Seller and Buyer. Inspections may include but are not limited to the following: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, water, storm and waste sewer, well/septic, geotechnical, other:
131. 132. 133. 134. 135. 136. 137. 138. 139.	Seller's or Buyer's expense. Inspections shall be made by qualified inspectors or contractors, selected or approved by Buyer, with written reports delivered to Seller and Buyer. Inspections may include but are not limited to the following: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, water, storm and waste sewer, well/septic, geotechnical, other:
131. 132. 133. 134. 135. 136. 137. 138. 139.	Seller's or Buyer's expense. Inspections shall be made by qualified inspectors or contractors, selected or approved by Buyer, with written reports delivered to Seller and Buyer. Inspections may include but are not limited to the following: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, water, storm and waste sewer, well'septic, geotechnical, other:
131. 132. 133. 134. 135. 136. 137. 138. 139. 140.	Seller's or Buyer's expense. Inspections shall be made by qualified inspectors or contractors, selected or approved by Buyer, with written reports delivered to Seller and Buyer. Inspections may include but are not limited to the following: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, water, storm and waste sewer, well'septic, geotechnical, other:
131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141.	Seller's or Buyer's expense. Inspections shall be made by qualified inspectors or contractors, selected or approved by Buyer, with written reports delivered to Seller and Buyer. Inspections may include but are not limited to the following: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, water, storm and waste sewer, well'septic, geotechnical, other:
131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142.	Seller's or Buyer's expense. Inspections shall be made by qualified inspectors or contractors, selected or approved by Buyer, with written reports delivered to Seller and Buyer. Inspections may include but are not limited to the following: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, water, storm and waste sewer, well/septic, geotechnical, other:
131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143.	Seller's or Buyer's expense. Inspections shall be made by qualified inspectors or contractors, selected or approved by Buyer, with written reports delivered to Seller and Buyer. Inspections may include but are not limited to the following: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, water, storm and waste sewer, well/septic, geotechnical, other:
131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144.	Seller's or Buyer's expense. Inspections shall be made by qualified inspectors or contractors, selected or approved by Buyer, with written reports delivered to Seller and Buyer. Inspections may include but are not limited to the following: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, water, storm and waste sewer, well/septic, geotechnical, other:
131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143.	Seller's or Buyer's expense. Inspections shall be made by qualified inspectors or contractors, selected or approved by Buyer, with written reports delivered to Seller and Buyer. Inspections may include but are not limited to the following: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, water, storm and waste sewer, well/septic, geotechnical, other:
131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145.	Seller's or Buyer's expense. Inspections shall be made by qualified inspectors or contractors, selected or approved by Buyer, with written reports delivered to Seller and Buyer. Inspections may include but are not limited to the following: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, water, storm and waste sewer, well/septic, geotechnical, other:
131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148.	Seller's or Buyer's expense. Inspections shall be made by qualified inspectors or contractors, selected or approved by Buyer, with written reports delivered to Seller and Buyer. Inspections may include but are not limited to the following: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, water, storm and waste sewer, well/septic, geotechnical, other:
131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150,	Seller's or Buyer's expense. Inspections shall be made by qualified inspectors or contractors, selected or approved by Buyer, with written reports delivered to Seller and Buyer. Inspections may include but are not limited to the following: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, water, storm and waste sewer, well/septic, geotechnical, other:
131, 132, 133, 134, 135, 136, 137, 138, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151,	Seller's or Buyer's expense. Inspections shall be made by qualified inspectors or contractors, selected or approved by Buyer, with written reports delivered to Seller and Buyer. Inspections may include but are not limited to the following: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, water, storm and waste sewer, well'septic, geotechnical, other:
131, 132, 133, 134, 135, 136, 137, 138, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151,	Buyer's expense. Inspections shall be made by qualified inspectors or contractors, selected or approved by Buyer, with written reports delivered to Seller and Buyer. Inspections may include but are not limited to the following: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, water, storm and waste sewer, well/septic, geotechnical, other:
131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151.	Seller's or Buyer's expense. Inspections shall be made by qualified inspectors or contractors, selected or approved by Buyer, with written reports delivered to Seller and Buyer. Inspections may include but are not limited to the following: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, water, storm and waste sewer, well/septic, geotechnical, other:
131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153.	Buyer's expense. Inspections shall be made by qualified inspectors or contractors, selected or approved by Buyer, with written reports delivered to Seller and Buyer. Inspections may include but are not limited to the following: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, water, storm and waste sewer, well/septic, geotechnical, other:
131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151.	Seller's or Buyer's expense. Inspections shall be made by qualified inspectors or contractors, selected or approved by Buyer, with written reports delivered to Seller and Buyer. Inspections may include but are not limited to the following: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, water, storm and waste sewer, well/septic, geotechnical, other:

- 157. 12. Property Condition. Buyer has examined this Property and Buyer is satisfied with its present condition, except as may be specified herein. Buyer understands and agrees that Buyer is purchasing the Property in an "AS IS" condition. Buyer 158. understands and agrees that the REALTORS \*\*/Brokers do not warrant the condition of the Property nor assume any 159. 160. responsibility for the representations made by the Seller pertaining to the condition of the Property or its use for any particular 161. purpose. It is further understood that no representations or promises have been made to Buyer by the Seller other than those 162. contained in this Agreement or as otherwise made or given by Seller to Buyer in a written representation statement. Buyer and Seller both understand that the REALTORS®/Brokers are not environmental experts. Unless expressly contained in a written 163. instrument signed by the REALTOR®/Broker, the REALTOR®/Broker and REALTOR®/Broker's Salespersons have no 164. 165. knowledge of and make no representations regarding the environmental conditions of the Property, the existence of underground 166. storage tanks at the Property now, or in the past, whether the Property is, has been or may be listed as a site of environmental 167. contamination, or whether any such sites are located in the proximity of the Property. Seller represents and warrants that to the 168. best of their knowledge, there has been no environmentally hazardous material placed, stored, or disposed of on the Property.
- 169. This representation and warranty shall survive the closing.
- 170. 13. Prorations and Special Assessments. Interest on any debt assumed or taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not limited to, public utility changes, shall be prorated as of the day prior to 171. 172. the Closing Date. Any special assessments applicable to the Property for municipal improvements made to the benefit of the 173. Property prior to the date of acceptance of this Agreement shall be paid by Seller at or before closing, or assumed by the 174. Buyer. At closing Duyer will assume and agree to pay, or Seller will agree to pay, all special assessments for municipal
- improvements which are levied after acceptance of this Agreement. 175.
- 176. 14. Sales Expenses. All sales expenses are to be paid in cash prior to or at the closing.
- 177. a. Seller's Expenses: Seller shall pay all costs of releasing existing loans and recording the releases, 50.000 % of any closing
- fee, preparation of Deed and Vendor's Affidavit, and other expenses stipulated to be paid by Seller under other provisions of this 178.
- 179. Agreement.
- 180. b. Buyer's Expenses: Buyer shall pay all expenses incident to any new or assumed loan, \_\_50.000\_ % of any closing fee, and expenses stipulated to be paid by Buyer under other provisions of this Agreement. 181.
- 182. 15. Duties of Buyer and Seller at Closing.
- a. At the closing, Seller shall deliver to Buyer, at Seller's sole cost and expense, the following: 183.
- 184. (1) A duly executed and acknowledged Warranty Deed conveying marketable title in fee simple to all of the Property, free and 185. clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except Permitted Exception(s); 186.
- 187. (2) An Owner's Policy of Title Insurance (the "Title Policy") issued by the Title Company in the amount of the purchase price, 188. dated as of closing, insuring Buyer's fee simple title to the Property to be marketable subject only to the Permitted Exception(s),
- 189. and deleting the standard printed exceptions contained in the usual form of the Title Policy;
- 190. (3) An executed Vendor's Affidavit, if required, in form acceptable to the Title Company;
- 191. (4) A Bill of Sale, duly executed by Seller, containing warranties of title, conveying title, free and clear of all liens, to any 192. personal Property specified in Paragraph 2;
- 193. (5) An assignment, duly executed by Seller, of leases, prepaid rents, security deposits, and trade name, and to the extent assignable, licenses and permits, warranties or guarantees, and to the extent agreed to be assumed by Buyer, all service, 194.
- 195. maintenance, management or other contracts relating to the ownership or operation of the Property. Such assignment shall
- include an indemnity from Seller in favor of Buyer with respect to all claims and obligations arising under such leases and 196.
- 197. contracts prior to the Closing Date. If Buyer does not agree to assume any such contract, then Seller shall deliver evidence of 198.
- terminations of such contract at closing and shall indemnify Buyer as to all claims and obligations thereunder; 199. (6) A current rent roll duly certified by Seller and any security or tenant deposits, if applicable;
- (7) A commercially acceptable estoppel certificate executed by all tenants setting forth the fact that there are no agreements not 200.
- reflected in the lease documents, that there are no defaults or rights of setoff under the leases, and that there has been no advance 201. 202.
- 203. (8) Evidence of its capacity and authority for the closing of this transaction, including photo identification.
- 204. (9) Certification establishing that no federal income tax is required to be withheld under the Foreign Investment and Real
- 205. Property Tax Act, or consent to withhold tax from the proceeds of sale as required, unless it is established that the transaction is 206.
- 207. (10) All other executed documents necessary to close this transaction.

TWO Buyer's Initials	977403 977405 9774007 9774007 9784007
----------------------	---

- b. At the closing, Buyer shall perform, at Buyer's sole cost and expense, the following: 208.
- (1) Pay the cash portion of the purchase price in the form of a cashier's check or other immediately available 209. 210. funds;
- 211. (2) Execute any note(s) and mortgage(s) and cause the funds to be made available to the closing agent for disbursement;
- 212 (3) Provide evidence of its capacity and authority for the closing of this transaction, including photo indentification.
- 213. (4) Provide to Buyer's lender any title policy as required by the holder(s) of the mortgage(s);
- (5) An assumption agreement by Buyer (which may be included in Seller's assignment pursuant to Paragraph 15. a. (5) above) 214.
- 215. with respect to leases assigned to Buyer and contracts, if any, which Buyer has agreed to assume. Such assumption agreement
- 216. shall include an indemnity from Buyer in favor of Seller as to claims and obligations arising under such leases and contracts
- 217. assumed by Buyer from and after the Closing Date:
- 218. (6) Execute all other documents necessary to close this transaction.
- 219. 16. Condemnation. Seller shall promptly notify Buyer in writing of the commencement of any condemnation proceedings against
- 220. any portion of the Property. If such condemnation proceedings are commenced, Buyer, at its option, may (1) terminate this 221.
- Agreement by written notice to Seller within FIVE days after Buyer is advised of the commencement of 222.
- condemnation proceedings, or (2) proceed with the closing, provided however, that Seller's interest in any award shall be at
- 223. Buyer's election, (a) become the Property of Seller and reduce the purchase price by the same amount or (b) shall become the
- 224. Property of Buyer and the purchase price shall not be reduced.

#### 225. 17. Miscellaneous.

257.

- 226. (a) Any notice required or permitted to be delivered shall be deemed received when personally delivered or when confirmed as
- 227. received by facsimile, express courier or United States mail (postage prepaid, certified and return receipt requested) addressed
- to Seller or Buyer or their designee/agent at the address set forth below the signature of each party. 228.
- 229. (b) This Agreement shall be construed in accordance with the laws of the State of Michigan.
- 230. (c) Time is of the essence. Time periods specified in this Agreement and any addenda are calendar days and shall expire at 231. midnight of the date stated unless the parties agree otherwise in writing.
- 232. (d) This Agreement is binding upon and for the benefit of the parties' respective heirs, administrators, executors, legal
- representatives, successors, and assigns. No assignment of this Agreement shall release a party from liability for it's obligations 233. 234. hereunder.
- 235. (e) In the event any provision of this Buy and Sell Agreement is found to be unlawful, the remaining provisions shall remain 236. in full force and effect.
- 237. (f) This Agreement constitutes the entire agreement of the parties and cannot be changed except by their written consent.
- 238. (g) Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan
- 239. brokers, title insurers, escrow companies, inspectors, surveyors, engineers, consultants, environmental inspectors, and contractors. Broker(s) has no responsibility for the performance of any service provider and/or inspector. Buyer and Seller are 240.
- 241. free to select providers/inspectors other than those referred or recommended to them by Broker(s).
- 242. (h) Any party who is the prevailing party against any other party in any legal or equitable proceeding relating to this Agreement 243. shall be entitled to recover court costs and reasonable attorney fees from the non-prevailing party.
- 244. (i) The parties agree that the offer, any counteroffer, acceptance of any offer or counteroffer and any other written notice or
- 245. communication in connection with this transaction may be delivered or given by sending or transmitting it by electronic mail 246.
- or by fax. Any such communication shall be deemed delivered at the time it is sent or transmitted. The parties agree that the 247. electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or
- 248. initials were present in the documents in the handwriting of each party. Seller and Buyer agree that all communications can
- 249. be made or delivered to listing agent on behalf of the Seller at the fax number and/or the email address indicated on lines 288 250. and 289 and to the Selling Agent on behalf of the Buyer at the fax number and/or the email address indicated on lines 268
- and 269. Buyer represents and warrants that an electronic mail address has been provided to the Selling Agent from which 251.
- 252. Buyer may receive electronic mail. Either party shall provide the other with notice of any change of electronic mail addresses.
- 253. (j) This agreement may be signed in any number of counterparts with the same effect as if the signature of each counterpart 254. were upon the same instrument.
- 255. (k) Each person executing this Agreement on behalf of a party represents and warrants that he or she has been authorized by 256. all necessary action to execute and deliver this Agreement on behalf of such party.
- 258. 18. Consult Your Advisors. Buyer and Seller acknowledge they have been advised that, prior to signing this document, they should
- 259. seek the advice of an attorney for the legal or tax consequences of this document and the transaction to which it relates. In any 260. real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, environmental engineer,
- 261. or other person, with experience in evaluating the condition of the Property, including the possible presence of asbestos,
- 262. hazardous and/or toxic materials and underground storage tanks.

Seller's Initials .. Buyer's Initials Copyright November 2014 by the Southwestern Michigan Association of REALTORS D, Inc. Use of this form by non-members is strictly probable

263. <b>19.</b> 264.	05/24/20	nless previously	withdrawn by the Bu 4PM ( a.m., 20 p.1 Time	iyer, the Seller must n., 🔲 noon, 🔲 midnig	accept his offer in ht) or this offer shall t	writing prior to terminate.
265.	Date:	Time:		Trevor wisniewski or Assians	\$ 05/21/2019 01 46 AM GMT	_ Buyer Signature
266.	By: REALTOR® Sig	piature	Phone No.	TREVOR WISNIEWS		Printed
0.40	John A. Ha	anson 231-510	0-5543	2004 Orchard Latte Rd. Suits 20		
267.	Calling Access		en 231-398-3800 Phone No.			
268.	Selling Agent Fax	No.:	rnone No.			Printed
<b>2</b> 69.	Selling Agent Ema	il Address: jhan	son@golighthouse.	com		
270. <b>20.</b>	Seller's Acceptan	ce: As owners an	d Sellers of the Property	described herein, the u	ndersigned accepts the	above agreement
<b>27</b> 1.	except This o	ffer is to be ac	cepted as a back-up	to a previously acc	cented offer dated	
272.	Februa	arv 14th 2019. '	This offer is to be he	ld in a second to be	osition to the agree	ement
273.	dated	(2/14/19) and w	ill take over the firs	t position at such t	ime as the first	
274.	agreen	nent is no long	ger vand.			
275.		***************************************				
276.		3.600	2010			
277.	this 23rd day	The same of the sa		and agrees to sell in acc	cordance therewith and	to pay the Listing
278.	Office the brokera	ge fee for service	es rendered in this transa	ction, as stated in the	Listing Agreement cor	responding to the
279.	Property described	herein. In the eve	ent of an exception, unles	s previously withdraw	n by the Seller, the Bi	uyer must accept
280.	this counter-offer	in writing prior	to 05/25/2019 Date	at 5:00 ( a.m.	, 🖸 p.m., 🖵 aoon, 🚨	midnight) or this
			Date	Time	_	•
281.	counter-offer shal					
282.	Seller understand	is that consumm	ation of the sale or tra	asfer of the Property	described in this agr	eement shall not
283.			that Seller may have u		to which Property i	s subject, unless
284.	otherwise agreed	to by the lender o	or required by law or re	gulation.		_
285.	Date: 05/23/2019	Time:	🗖 A.M., 📮 P.M.	DenoGilmoro	douloop verified 05/23/19 9:27 AM CDT NHR1-JUDE-6MN4-NLSI	Seller Signature
286.	Bv:			Oscar Davis Dev	velopments LLC	Printed
	REALTOR® Sig	nature (ERGUSON 231-5	231) 398-3800 Phone No. 510-1790			1 miles
287.	For: LIGHTHOUSE	REALTY-Maniat	:00			Seller Signature
200	Listing Office	Ma .	Phone No.			
288.	Listing Agent rax	No.:				Printed
289.	Listing Agent Ema	il Address: ther	ranferguson@gmail	. Com		
290. 21.	Buver's Receipt o	f Acceptance. Re	ceipt is hereby acknowle	deed by Ruver of the S	eller's accentance of R	liver's gareement
291.	In the event accen	tance was subject	to certain changes from	Buver's agreement the	Ruver sorces to accent	ayor a agrociment.
292.	other terms and cor	nditions remain ur	nchanged.	Dayor 3 agreement the	Dayer agrees to accept	said changes, an
293.	05/24/2019 02 08 PM GMT	Time:		TREVOR WISNIEV OR ASSIGNS	usri 🍵	Buyer
204						
294.	REALTOR® Sig	mature Inson 231-51	D-5543			Buyer
295. <b>22.</b>			ceipt is hereby acknowled	ged by Seller of the Buy	ver's acceptance of Selle	cr's counter-offer.
296.	Date:	Time:	🗆 A.M., 🚨 P.M.			Seller
297.	Dani					
671.	Ву:					

Date: May 20, 2019

### ADDENDUM TO BUY SELL AGREEMENT Number 01.

Addendum to Buy and Sell Agreement dated: May 20th, 2019

For Property Commonly Known As: 240 & 246 Arthur St. Manistee, MI 49660.

Tax 51-51-174-705-10 and 51-51-174-705-01

Legal Description:

S C THOMPSONS ADDITION LOT E S 127 FT \_\_P.ADDR: 240 ARTHUR ST

And S C Thompsons ADDITION Lot E Exc S 127 Ft \_\_P. Addr: 246 Arthur St.

This addendum is part of the attached Buy and Sell Agreement:

- 1) Closing to take place within 50 days of the effective date.
- 2) Buyer shall complete all due diligence, including Environmental Assessments within 30 days from the effective date.
- 3) On the 31st day from effective date Emest Money Deposit shall be nonrefundable, Buyer will be deemed to have released all contingencies and is prepared to close in 5 days.
- 4) Extension for due diligence, not to exceed 14 days if needed, if mutually reached in writing prior to the end of 30 day due diligence period. Should extension agreement not reached the offer may considered terminated by either party.
- 5) Seller relieves themselves of any liability and is in no way obligated to assist in the application process for the Buyer to qualify for intended use with either the State or Local Government.
- 6) Seller will provide only information known to the Seller for the purpose of Environmental Survey. Seller will provide existing environmental reports/assessments.
- 7) All costs of of Due diligence are at Buyers expense including Environmental and Land Surveys.
- 8) Special Assessments: If any, Seller shall pay only the portion prorated in the same manner as Property Taxes in this agreement.

Seller_	Dena Gilmore	dottoop verified DS/23/19 9:27 AM CDT EFPV-ELBS-FK48-BM28	Date_	
	Keego Harbor, MI. 48320	1		
	2804 Orchard Lake Rd, Suite	207		
	Trevor Wisniewski			
Buyer_	Trevor Wishiewski or A	ssigns #	Date_	05/21/2019 D1 48 AM GMT

Oscar Davis Developments LLC

### WEST MICHIGAN REGIONAL ADDENDUM TO PURCHASE AGREEMENT

Μl	.S#	1900	04092		Date	e: June 22, 2	019	_	1pm	(time)
Se	lling	Office	LIGHTHOUSE REALTY 231-398-3800		, REALTOR®	Phone		_ Fax		
Lis	ting	Office	LIGHTHOUSE REALTY	-Manistee	, REALTOR®	Phone		_ Fax		
								<u> </u>		_
1.	Ade	dendui	n# <u>TWO</u>	to Purchase A	Agreement dated	May 2	3, 2019		covering pr	operty at
	24	0 & :	246 Arthur St, Mar	nistee, MI 49	660				<u> </u>	
2.	Thi	s Adde	endum shall be an integral	part of the Purchase	Agreement, which is am	ended as follows:				
			ive Date is June 2 g date on or befor							
	Al	l ot	her terms and adde	ndum's remain	•					
3.			Seller X Buyer (check or n to the Purchase Agreeme			2 a binding change	days to obtain to the Purchase A	n the writte Agreement,	n acceptano	ce of this
4.	RE	CEIPT	IS ACKNOWLEDGED BY	BUYER of a copy of	of this Agreement.					
	D	ate 0	6/22/2019			X JSSICNS	VIEWSKI OR n as you wish your nam	9 06/22/2019	03:37 PM GMT	Buyer
							n as you wish your nam SNIEWSKI OR			
						X (Note: Please sig	n as you wish your nam	e to appear on	final papers.)	Buyer
5.	RE	CEIPT	IS ACKNOWLEDGED BY	SELLER of a copy	of this Agreement					
	D	ate				Due Gilnere X	n as you wish your nam	dotleop v 06/22/19 SXJF-MAS	erified 1:57 PM EDT W-CPCD-ZA2G	Seller
				<del></del>		(Note: Please sig	n as you wish your nam is Developme	e to appear on ents LLC	final papers.)	
						X (Note: Please sig	n as you wish your nam	e to appear on	final papers.)	Seller
						28			755	

©West Michigan REALTOR® Boards, 2005 Form #23 Rev. Date 3/2017



Date of this notice: 10-27-2017

Employer Identification Number:

82-3223222

Form: SS-4

Number of this notice: CP 575 A

GREAT LAKES NATURAL REMEDIES INC 2804 ORCHARD LAKE RD STE 207 KEEGO HARBOR, MI 48320

For assistance you may call us at: 1-800-829-4933

IF YOU WRITE, ATTACH THE STUB AT THE END OF THIS NOTICE.

#### WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-3223222. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120 04/15/2018

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

### IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

#### IMPORTANT REMINDERS:

- \* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is GREA. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records. CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

999999999

Your Telephone Number Best Time to Call DATE OF THIS NOTICE: 10-27-2017 ( ) –

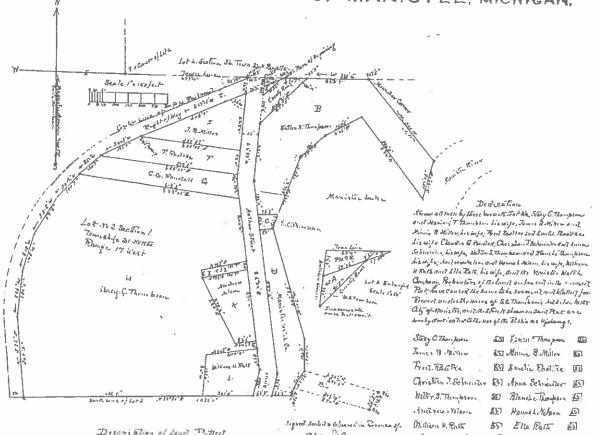
EMPLOYER IDENTIFICATION NUMBER: 82-3223222 FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE CINCINNATI OH 45999-0023

GREAT LAKES NATURAL REMEDIES INC 2804 ORCHARD LAKE RD STE 207 KEEGO HARBOR, MI 48320

### S.C. THOMPSON'S ADDITION

THE CITY OF MANISTEE, MICHIGAN,



Description of Loud Pattert. S.C. Thompsons Asticlin to be City of Manistri, resetions, includes the fallowing to the Manistrian to the City of Manistri, resetions of Manistrian to the Medical States of There East of the state was to sure was a sure of some and a grown as grown as a sure of the following day the pitts build Bath-bornetary of the Right of boy of the Row Medy with Right of the sure State in the pith the sure of the sure State in the pith the sure of the tion to live of somick Later to by Itanic . It for a long somic some him 10 th feet to the law to be of them who Line Lake "Lines a long some southing utgs, it she to began termes. With the To feet mineries, Thence North 12a feet 8 webs, thomas of the debase of 20 miles, thence it white. System Smales, Bearing Str. Wifer Hours Str. 18 feet sweets, There St. E Sys feet & inches, Thence Aigh' E. 18 if not 9 hours Stence A 25 " to Angest line to the Menniles Acton the North line of Sand hat be 2. Howe West a long sand south die 300 feet dien in the la The place of beginning, molesting all orgues is not general orghit in Maristachete.

5 Times Thropmy 13 Maria & Miles 151 BI Smelie Rheilie El Arielian I Selventer Bl Anna Schneiter ED 20 Blanche Thompson 15 15 Hannel Woon B

EST Ella Rath 图 Edba Whidon e Ranista Hatel Gabany by Vr. 4. Rate Post 3 Sment dillo Clavelin G. Britail #

State of Michigan Court of Marie 199 cay at April AD 1999, before he a visting to the in and for saint.
Courty of Marie 1200 Cuthis 199 cay at April AD 1999, before he a visting to this in and for saint.
Courty, for a sainty about 18 tags of Thompson, Marian Thempson, James Rattle of Minister, Miller B.
Miller, Fred Thills to, South Rattle Constitute J. S. Jacobs Danis School 1990, Walter B.
Miller, Treet Thills to, South Rattle Constitute J. S. Jacobs Danis School 1990, Natter B. Then been thente thentern Antono richen them them a little m, il than I Ratt, 6 km Ruit and Clencia G Partall time thousand bette come present tesceiled in and take one untitle the continue of the things of the same to be the same and the continue of the same of the things of the same to be the same of th

Also consonally a present HAN Rate Besietent of the Manis ter Watch Coupening who as his who find that the control of the shore Doctor to the control of the sour Company. James L. Libben HICEIVED THE FILED.

Notary Publico de Commence par 12. 1711

Survey is Cost frente Mathematics a conserver and that umants consisting of sections of tree fastile thetromore in the section of the se Promocent Francisco DV. House her Cine Engineer lawage

Summer and Append June 12-1909 Nathanto finife ain Deporte Quellos Goural. ETATE OF INDITIONAL IN Planting County,
Register of Doods Office or themas (Co. P., J.) Ch.—J.C.
orchitecture so, bear presented to

IN AUDITOR CENERAL'S OFFICE,

is auditor Ceretal's OFFICE.

I wanty of 1 1.8.8.

Northware A the certain that a the of Michigan of Michigan of Michigan of Campy of Minister (85). We Edicar I Knipsedy Registro of Done, and Ellevillarine home in Georges, homely entitly that we have each carefully compared. The Coly wist the campacture of orite Campularine of School of School of Michigan, and that it is an exact copy through and of the public of part Original Map or that the campacture of Michigan, and that it is an exact copy through and of the public of part original Map or that the camposis of Michigan, and that it is an exact copy through any or of the public of David Original Map or that

Sate of extre higher to 88. We. Edges I Minister the Extens of Devis and E Molanecher Surely of Manufact 188. We have a such languary Comparable annexed Capy south to Religious Comparable annexed Capy south to Religious According to the City of Marrialte, Michigan, Isan of account in the Office of Bair Mainter of Devil, doil The tile atments on the Mangford and of the indeed of peach record.

The formation of the indeed of the Account the City against the Account the City against the Minister of Devil.

Regular of Duzza

